



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

FORMAN HOLT ELIADES & RAVIN LLC
80 Route 4 East, Suite 290
Paramus, NJ 07662
(201) 845-1000
Attorneys for Ramada Worldwide, Inc.

In Re:

MANTIFF CHEYENNE HOSPITALITY, LLC

Debtors.

Chapter 11

Case No: 09-12621(NLW)

Judge: Hon. Novalyn L. Winfield

Hearing Date: August 3, 2009

Hearing Time: 9:00 a.m.

**ORDER GRANTING MOTION FOR RELIEF FROM THE
AUTOMATIC STAY AND AUTHORIZING RAMADA WORLDWIDE, INC.
TO TERMINATE LICENSE AGREEMENT WITH THE DEBTOR**

The relief set forth on the following pages, numbered two (2) through three (3) be and is hereby **ORDERED**.

DATED: 9/22/2009



Honorable Novalyn L. Winfield
United States Bankruptcy Judge

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Debtors: Mantiff Cheyenne Hospitality, LLC

Case No.: 09-12621(NLW)

Caption: **Order Granting Motion for Relief from the Automatic Stay and Authorizing Ramada Worldwide, Inc. to Terminate License Agreement with the Debtor**

THIS MATTER, having been opened the Court upon the application of Forman Holt Eliades & Ravin LLC, attorneys for Ramada Worldwide, Inc. ("RWI" or the "Licensor"), for the entry of an order for relief from the automatic stay, authorizing RWI to terminate that certain License Agreement and related agreements between the Debtor and RWI dated December 12, 2007, with regard to a guest lodging facility located at 1700 West Lincoln Way, Cheyenne, Wyoming (collectively the "License Agreement") and for other relief, and the Court having considered the matter and the arguments and submissions of counsel, and for good cause shown:

ORDERED AND ADJUDGED as follows:

1. RWI's motion is granted in its entirety and the automatic stay is hereby lifted in favor of RWI. RWI is hereby authorized to terminate the License Agreement.
2. Within ten (10) days following the entry of this order, but in no case later than at least two (2) days prior to any scheduled foreclosure sale, the Debtor shall satisfy its non-monetary post-termination obligations to the Licensor as set forth in the respective License Agreement including, but not limited to, de-identification of the hotel facility from its appearance as a "RAMADA INN®".
3. In the event that the Debtor does not satisfy its post-termination non-monetary obligations to the Licensor as set forth in the respective License Agreement within the time set forth in this Order, then RWI is authorized to enter upon and inspect the Facility, including its guest rooms and common areas, without interference by the Debtor or its representatives, and to remove (i) all billboard signs, interior signs, exterior signs (whether located on or off the premises), entrance signs, or forms of display, guest room supplies and equipment and all other items bearing any of RWI's registered service marks and trade names and logos, (ii) listings in telephone directories, the internet,

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Debtors: Mantiff Cheyenne Hospitality, LLC

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web sites, travel guides, hotel indices, or similar guides, and all other publications or forms of media and (iii) all of RWI's proprietary materials, including but not limited to operations and training manuals, guest cards, stationary, policy statements, computer hardware and licensed software.

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